

Exhibit B

County/City of

Broward

Commonwealth/State of

FL

I certify this to be a complete, full, true and exact reproduction of the original document.

Certified this

30th day of June, 2023

Notary Public

My Commission Ex-

Mortgage PA in respect of the VesselM/V SWEET CAROLINEentered in the Register of Jamaican Ships at 1615 hours
on this, the 11th day of AUGUST, 2023Registrar of Ships
Jamaica

MORTGAGE (to secure Account Current & etc.) (Body Corporate)

Official Number	Name of Ship	Number, year and port of Registry		Whether a sailing, steam or motor ship		Horse power of engines (if any)
JMP20048	SWEET CAROLINE	1171, 2020, MONTEGO BAY		MOTOR		1343
		Meters	Centimetres	Number of Tons (Where dual tonnages are assigned the higher of these should be stated)		
Length (Article 2(8))		38	70	Gross	Net	
Breadth (Regulation 2(3))		7	95	361		108
Depth (Regulation 2(2))		4	18			

and as described in more detail in the Register Book.

WHEREAS there is an account current between AVYC, LLC, a company duly incorporated under the laws of the Republic of the Marshall Islands, and having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960, (hereinafter sometimes called the "Mortgagor") and Sweet Caroline Marine Ltd., a company duly incorporated under the laws of the Republic of the Marshall Islands, and having its registered office at Trust Company Complex, Ajeltake Road, Ajeltake Island, Majuro, Marshall Islands MH96960 (hereinafter sometimes called the "Mortgagee", which expression shall include its successors and assigns) as set forth in and regulated by (and subject as to repayment of principal and payment of interest and other moneys and to other terms and conditions of): (a) a loan agreement of even date herewith (the "Loan Agreement") between the Mortgagee as lender and the Mortgagor as borrower in respect of a loan facility with a principal amount of THIRTEEN MILLION EIGHT HUNDRED THOUSAND AND 00/100 UNITED STATES DOLLARS (US\$13,800,000.00) and (b) a Deed of Covenants bearing even date herewith and collateral hereto made between (i) the Mortgagor and (ii) the Mortgagee, as the said Loan Agreement and Deed of Covenants may from time to time be amended, supplemented and/or varied (the Loan Agreement and Deed of Covenants are attached hereto and are incorporated into and form an integral part of this Mortgage). WHEREAS pursuant to the Loan Agreement and the Deed of Covenants, the Mortgagor has agreed to and does hereby execute this Mortgage in favour of the Mortgagee on security of the ship with the current name M/Y SWEET CAROLINE (hereinafter called the "Vessel") (a) for the purpose of securing payment by the Mortgagor to the Mortgagee of all sums for the time being and from time to time owing to the Mortgagee on the said Account Current whether by way of principal and interest or otherwise as well as all other moneys whatsoever now or at any time hereafter owed or to be owed to the Mortgagee under and by virtue of the Loan Agreement and the Deed of Covenants (whether actually, contingently, presently and/or in the future) including all costs, charges, expenses or other moneys connected with or for the purpose of creating, preserving, maintaining, administering, protecting, enforcing or attempting to enforce this security, in the manner and at the times set forth and contained in the Loan Agreement and Deed of Covenants and (b) for the purpose of securing the performance and fulfilment by the Mortgagor of all the obligations under the Loan Agreement and the Deed of Covenants. WHEREAS the amount of principal and interest and other moneys due to the Mortgagee at any given time may be ascertained by reference to the Loan Agreement and/or the Deed of Covenants and/or to the books of account (or other accounting records) of the Mortgagee and/or to a written statement and/or a certificate issued by the Mortgagee which the Mortgagor expressly agrees to be conclusive evidence (save for manifest error), and which amount shall (saving manifest error) be the certain and liquidated sum due by the Mortgagor to the Mortgagee as aforesaid and WHEREAS the Mortgagor is prohibited from creating any further mortgages over and/or from transferring the Vessel, above particularly described or any share therein and/or from requesting the de-registration of the Vessel and/or the change of the name of the Vessel without the prior written consent of the Mortgagee.

Now the Mortgagor in consideration of the premises for ourselves and our successors, covenant with the said Mortgagee and its assigns, to pay to them the sums for the time being due on this security, whether by way of principal or interest, at the times and manner provided in the Loan Agreement. And for the purpose of better securing to the Mortgagee the payment of such sums as last aforesaid, we hereby mortgage to the Mortgagee sixty-four sixty fourth (64/64th) shares, of which we are the Owners in the Vessel above particularly described, and in her boats and appurtenances. Lastly, we for ourselves and our successors, covenant with the Mortgagee and its assigns that we have power to mortgage in manner aforesaid the above-mentioned shares, and that the same are free from encumbrances (e).

IN WITNESS whereof this Mortgage has been duly executed this 28th day of June, 2023 by the Mortgagor.

SIGNED, SEALED AND DELIVERED

By: AVYC, LLC

By:

Patrick T Britton-Harr, Managing Member

Acknowledgment

The foregoing instrument was acknowledged before me by Patrick T Britton-Harr, as Managing Member of the Marshall Islands limited liability company (the "Company"), on behalf of the Company, and is personally known to me.

PASSPORT as identification.

Philip Welborn

Notary Public

PHILIP WELBORN
NOTARY PUBLIC
ANNE ARUNDEL COUNTY
MARYLAND
MY COMMISSION EXPIRES APRIL 19, 2027

